under the threat of cutting off a piece of the new acquisition, for example, the toe from a boot. In the second case he himself asks a gift from the person who greets him. If the new thing is a coat, the women (without the greeting) ask for a gift for sewing on the fastenings, "tonbau", even though they do not sew them on, or itekkesti, "for cutting off the hem", threatening to cut off the hem. 431

If the wife of a friend gives birth, it is necessary to send cooked mutton by a third person, with a piece of material for a shirt for the baby. The husband of the woman who has just had a baby asks: "Why have you come?" (nege kel'ding). The person sent replies: "I have come with /126/ a greeting" (kuttuktab kel'dim). The former answers: "Choose what you wish" (kalagandyngdy ayt). The envoy chooses an animal or a hunting bird, saying: "I came to ask this" (sony tilete kel'dym), and then he receives it.

When it is planned to arrange a betrothal to a beautiful girl, and she lets it be understood that many already have her in view, and therefore it is necessary to leave some sort of substantial proof of one's words (byr nishane kylsang iken, byr bil'gi kureyetib koysang iken), one animal is presented, with a promise to come for a betrothal. This gift is called kargybau or batayak.

On moving into a new dwelling or halting place, the neighbors give the greeting: 'konys kutty bulsyn", or: "konys dzhayly bulsyn." The gift to the guests on moving into a new dwelling is called erulik.

If someone enters accidentally into a place where women are engaged in weaving or in making felt, the women hand him a piece of wool, the acceptance of which obligates him to give a gift, like a muskmelon, etc. This custom is called "yung salu." Women working on tobacco plantations give tobacco instead of wool, called "temeke salu."

People who meet a hunter ask him to apportion parts of his game, under the name of "chyralga."

* * * * *

The time and place for trade is not limited by any rules. On the steppe, Sarts, Kazakhs and Tatars exchange manufactured goods, dried fruit, medicines and other objects for wool, fleeces and other products of herding. 437.

Among themselves the nomads buy and sell on credit /v dolg/, with various terms of payment. Witnesses of a bargain are not obligatory, but when the seller and buyer do not know each other there are usually guarantees.

000 usually guarantees.

It is possible to sell property in the absence of the owner only
437 under the following circumstances: in case of close kinship, of trust,
432 and by order of the authorities. (1)

1. In the latter case they choose only that animal which in not working, not in a caravan, in general the least necessary one.

/127/ An object purchased from minors is returned without fine on the demand of the father.

[685] A person who knowingly buys something stolen is considered a thief.

The buying of livestock or objects which are not in sight is
431 avoided. But if they do buy sight unseen, a horse is understood to be a five year old stallion or a three year old mare, and a camel a five year old male or a three year old female (Perovsk uyezd).

A deposit is unknown to the Kazakhs.

At the bazaars there is always a special middle man (del'dei') for each type of livestock, a Kazakh or a Sart, who tries everything to bring the two sides to an agreement, putting the hand of the seller into the hand of the buyer by force.

In addition to shaking hands, the act of sale is validated by the seller by the words: Use it with good fortune, etc. (bereke tap, khayrin kur, iygliginga tutun, etc.), and by the buyer with the words: "May one be returned to you a thousandfold; May you too benefit" (biring myng bulsun, sen de bereke tap).

431 Both sides can still back out until the money has been paid.
432 After the payment they cannot. However the seller can take back the object sold, with the consent of the buyer, for a certain sum to pay it off (pshayman, pshaymana). The buyer too can request, but not demand, of the seller the breaking off of the sale if the animal is in the same condition as it was at the time of purchase.

If in about a week's time faults are shown in the animal which were not mentioned during the sale, but outside people knew of their existence, the buyer can refuse the animal or demand the return of the money paid. In anticipation of this, it has become customary for the middle man to say to the buyer during the sale: "Look yourself, to see if the animal is absolutely healthy. Once you have bought it, it will be yours, even if it dies today." (Collected in the Perovsk uyezd).

In the Auliye-Ata uyezd, according to the communication of

bii Umurbek, the sale of an animal /128/ is broken off (saudasy kaytady) without a fine, when the owner does not mention its faults which are known to him, but not later than 2-3 days, depending on the type of livestock, since a deadly disease in an animal is recognised in a short time. (1) If a sold animal dies, the buyer does not receive his

1. For example, yamandatpa or yamaldatpa in horses is recognized in a day.

money back, because he could have filed a complaint before its death. In a sale a period of time is often designated within which it is still possible to return an animal for the sum which was paid for it.

According to a communication from Torgai, an agreement concerning the faults of an animal is usually one of three kinds:

1) During the purchase it is asked whether the animal has anything wrong with it. When the answer is negative the buyer suggests the designation of a period of 3-4 days, within which he can return the animal if faults appear in it.

2) The seller, who is hiding the faults of the animal which he is selling cheap, says: "Look yourself. Take it or leave it, as you like. If you cross this mark (drawn on the ground by him as he says the words) the animal is yours."

3) The seller declares: "If it has a lawful defect (aybi shar"y') (2)

2. For example, glanders or farcy (manka), or lameness.

I will take it back. But if it is sick it will stay with you." If later one of the aybi shar"y is discovered, it is declared the next day. If the seller says to this: "This defect was not there yesterday, but you saw it yesterday", then an oath is designated, namely, they give one of them (preferably the buyer) a choice between receiving an oath from the seller that the defect was not there yesterday, and giving his own oath that it was there. If both sides are unwilling to swear, the animal is returned to the seller with a buying off payment from the purchaser, or else the animal remains sold and the buying off money is paid by the seller. If the seller has gone away and only the warrantor, i. e., the middle man is at hand, who has received the middle man's /129/ money (shirinkame), or another warrantor, then he is made responsible. But the warrantor refuses to pay the pshaymana. He would say that he only guaranteed that the animal was not stolen, but did

431 not guarantee its quality. The bii requires the warrantor to find the seller, but does not sentence him to pay the pshaymana. If the seller 432 is not found the case remains without further result.

Formerly it was possible to renounce a purchase or sale which was already completed, on the ground that it was bought for too much, or sold too cheaply. There is even a proverb: "The sale of a horse can be broken off for a month, and the sale of a camel, in the course of a year" (at saudasy ayinda kaytady, tyuya saudasy yilinda kaytady). This is never done now. If the buyer or seller claims he was deceived in the sale of an animal or other object, saying that they convinced him falsely of the expensiveness of the object, its newness, of the general pennilessness of the bazaar, etc. the sale is not broken off, because they do not believe the claimant, and feel that he is simply renouncing the sale (aynydy).

Among the Kirgiz, an agreement is made on the period of time within which an animal can be returned, in case defects are discovered in it. If such an agreement was not made, it is not customary to return the animal. A declaration saying the animal was too dear, although without defects, is also not accepted among the Kirgiz.

* * * *

426 When borrowing on credit (karz beresek) the presence of witnesses and guarantors is obligatory. In general, they try to have witnesses.

If the defendant denies the existence of a debt, then an oath is required on general grounds, as in cases of crime. But a debt (1)

1. The requirement of percentages (usum, payda, idzhara) is not obligatory. Credit is given with interest and without it. According to the communication of Abulfaiza of the Chimkent uyezd, honorable /130/ Kazakhs take 20% a year, called deduazde, i. e., 12 for 10. Bad persons take 20 kopeks a month for one tillia /worth 3-4 rubles/. According to a report from the Perovsk uyezd, Kazakhs take 20 kopeks a month for a ruble, or else nothing. Among the Kirgiz, 20 kopeks a month interest (tuam) is paid for 4 rubles.

is exacted without a fine. The biilyk and the court costs are required from the debtor.